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Attorneys for Petitioners
DELTAKEEPER, a project of
WATERKEEPERS NORTHERN CALIFORNIA, and
CALIFORNIA SPORTSFISHING PROTECTION ALLIANCE

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE CITY AND COUNTY OF SACRAMENTO

DELTAKEEPER, a project of
WATERKEEPERS NORTHERN CALIFORNIA,
a non- profit corporation, and;
CALIFORNIA SPORTSFISHING
PROTECTION ALLIANCE,
a non- profit corporation;

Petitioners,

v.

REGIONAL WATER QUALITY CONTROL
BOARD, CENTRAL VALLEY REGION,
a California State Agency, and;
STATE WATER RESOURCES CONTROL
BOARD, a California State Agency,

Respondents.

Case No.: 04CS01228

STIPULATION TO DISMISS THE
STATE WATER RESOURCES
CONTROL BOARD AND TO ADD THE
CITY OF ROSEVILLE AS A REAL
PARTY IN INTEREST; NOTICE OF
CONDITIONAL SETTLEMENT

1 WHEREAS, On September 13, 2004, Petitioners Deltakeeper, a project of Waterkeepers
2 Northern California, and California Sportsfishing Protection Alliance (“Petitioners”) filed a Verified
3 Petition for Writ of Mandate (“Petition”), naming as Respondents the Regional Water Quality Control
4 Board, Central Valley Region (“Regional Board”), and the State Water Resources Control Board
5 (“State Board”).

6 WHEREAS, the subject of the Petition is the Regional Board’s June 4, 2004 amendment of the
7 Master Reclamation Permit for the City of Roseville, Order 97-147 (for the purposes of this agreement,
8 the term “Order No. 97-147” refers to the amendment adopted on June 4, 2004);

9 WHEREAS, since the filing of the Petition, the parties have met and conferred on several
10 occasions for the purpose of pursuing a settlement of the issues raised in the Petition.

11 WHEREAS, Petitioners agree to dismiss the State Board and to add the City of Roseville
12 (“Roseville”) in as a real party in interest.

13 WHEREAS, without waiver of any position asserted in this litigation, but in recognition of the
14 uncertainties and risks of litigation, and to conserve their resources and the resources of the Court, the
15 parties hereby stipulate to propose to the Regional Board an amended order that if adopted by the
16 Regional Board will settle in their entirety the claims alleged against the Regional Board in the Petition
17 on the terms set forth below. A settlement agreement constitutes a settlement of disputed claims and
18 shall not be construed as an admission by any party regarding any fact or legal issue in this case.

19 IT IS HEREBY STIPULATED AND AGREED by and between the undersigned that:

20 1. Petitioners and Regional Board agree to include Roseville in the Petition as a Real Party
21 In Interest (hereinafter collectively referred to as “the Parties”).

22 2. Roseville agrees to participate in the action as a Real Party in Interest.

23 3. The State Board is dismissed, with prejudice, as a respondent to the Petition.

24 4. The Regional Board staff agrees that it shall present to the Regional Board and
25 recommend for adoption at a properly noticed public meeting an amendment to Order 97-147 as set
26 forth in by Exhibit A to this Agreement (“Proposed Amendment”). The Regional Board staff will
27 schedule the Proposed Amendment for hearing at the Regional Board Meeting on October 20 and 21,
28 2005, or as soon thereafter is practicable.

1 5. The Parties agree, without reservation, to support the Proposed Amendment set forth as
2 Exhibit A in all actions, representations, and communications. The Parties agree they will not advocate
3 for any additional or different amendments except as provided below in Paragraph 7.

4 6. The Parties recognize and agree that this agreement does not and is not intended to bind
5 the discretion of the Regional Board to reject, in whole or in part, the Proposed Amendment to Order
6 97-147. The parties agree that if the Regional Board rejects the Proposed Amendment in its entirety,
7 this agreement is null and void.

8 7. In the event the Regional Board determines to revise, modify or otherwise alter the
9 language in the Proposed Amendment, and Petitioners, Roseville and/or the Regional Board consider
10 that such modification is substantive in nature, the Regional Board staff shall request that the Regional
11 Board postpone taking action on the proposed amendment and continue the item for a reasonable time
12 acceptable to the Parties to allow them to meet and confer to consider whether the modification
13 materially alters this agreement. In the event the Parties agree that the modification does not materially
14 alter this Agreement, the Regional Board staff shall, if necessary, reschedule this item for the action at
15 the next Regional Board public meeting that allows for proper notice.

16 8. Within twenty (20) days of adoption of the Proposed Amendment or as otherwise agreed
17 to by the parties, Petitioners shall file with the Court a Notice of Final Settlement and Dismissal of this
18 action with prejudice.

19 9. The Regional Board and the City of Roseville agree to reimburse Petitioners Twenty
20 Three Thousand Dollars (\$23,000) in attorney's fees, costs, and all other expenses incurred in
21 connection with the Petition within fifteen (15) days of the Regional Board's adoption of the Proposed
22 Amendment or with mutually agreeable revisions. Payment shall be made payable to Lawyers for
23 Clean Water, Inc. and mailed to 1004 O'Reilly Avenue, San Francisco, California 94129. Except as
24 provided herein, each party shall bear their own attorney's fees, costs, and all other expenses in
25 connection with the Petition and other matters covered in this Agreement.

26 10. Each signatory to this Agreement signing on behalf of another warrants that he or she has
27 the authority to sign on behalf of said person or entity and on behalf of all persons covered by this
28

1 Agreement. This Agreement may be executed in counterparts with each counterpart being interpreted
2 as an original.

3 11. This Agreement contains the entire agreement between the parties with respect to the
4 subject matter hereof, and supersedes all prior and contemporaneous negotiations, promises,
5 representations, warranties and understandings of the parties with respect to the subject matter hereof.

6 12. No provision of this Agreement may be waived, unless in writing and signed by all of the
7 parties to this Agreement, and this Agreement may be modified or amended only by a written
8 agreement executed by all of the parties hereto.

9 13. This Agreement shall be governed by and interpreted in accordance with the laws of the
10 State of California.

11 14. All provisions contained in this Agreement shall be binding upon and inure to the benefit
12 of the representatives, successors in interest, and assigns of the parties hereto.

13 Date: _____, 2005

Respectfully Submitted,

15 _____
Layne Friedrich
16 Attorney for Petitioners

18 _____
Deborah Wordham
19 Attorney for Regional Board

21 _____
Roberta Larson
22 Attorney for City of Roseville

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24 APPROVED AS TO CONTENT:

26 _____
Kari Burr, Acting Deltakeeper
27 Deltakeeper a chapter of Baykeeper
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Bill Jennings for
California Sportsfishing Protection Alliance

Thomas R. Pinkos, Executive Officer
Regional Water Resources Control Board

Mark Doane, City Attorney
City of Roseville